

8806-I

 **EVANS** / **EVANS RAILCAR**
PRODUCTS COMPANY **LEASING COMPANY**
DIVISION

RECORDATION NO. 8806-4 Files 1425

INTERSTATE COMMERCE COMMISSION

DEC 7 12 32 PM '83

Dear Secretary:

Releasor: U.S. Bancorp
321 S.W. Sixth Avenue
Portland, Oregon 97208

Releasee: Evans Railcar Leasing Company
The East Tower, Suite 1000
2550 Golf Road
Rolling Meadows, Illinois 60008

Wm. Lloyd Garrison C.T. Kemmer

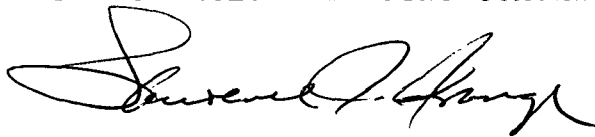
Enclosed herewith is a check in the amount of \$10.00 for payment of the applicable recording fees.

Since these documents are being delivered to you by hand, we would appreciate if you would return to the bearer duly stamped counterparts of the Release Agreement not required to be kept by you, or, if it is not possible to return them to the bearer, send them to:

Mr. Ronald M. Neifield
Rosenthal and Schanfield
Suite 4620
55 East Monroe Street
Chicago, Illinois 60603

Very Truly Yours,

EVANS RAILCAR LEASING COMPANY

A handwritten signature in dark ink, appearing to read "Laurence J. Hargis", written in a cursive style.

Assistant Secretary

RECORDATION NO. 8806 Filed 1977

DEC 7 1984 - 2 40 PM

RELEASE AGREEMENT

INTERSTATE COMMERCE COMMISSION

THIS RELEASE AGREEMENT is dated as of the 1st day of October, 1984, by and among Evans Railcar Leasing Company ("Debtor"), successor by name change and merger to United States Railway Leasing Company and United States Railway Equipment Co., Evans Transportation Company ("ETC") and U.S. Bancorp ("Secured Party").

WHEREAS, pursuant to a Loan Agreement dated April 15, 1977 (the "Loan Agreement") by and between Debtor and Secured Party, Debtor executed and delivered to Secured Party its 9-1/2% Equipment Promissory Note, Issue AJ, dated May 10, 1977, payable to the order of Secured Party in the original aggregate principal amount of \$7,656,000.00 (the "Note"); and

WHEREAS, to secure the Note, the parties entered into that certain Railroad Equipment Security Agreement dated April 15, 1977, and recorded with the Interstate Commerce Commission on May 2, 1977 as Recordation No. 8806, as amended (the "Security Agreement"); and

WHEREAS, to further secure the Note, Debtor executed and delivered to Secured Party Various Assignments of Lease (the "Assignments") assigning to Secured Party all of its right, title and interest to the Leases (as defined in the Security Agreement); and

WHEREAS, to further secure the Note, ETC executed and delivered to the Secured Party its Guaranty dated April 15, 1977; and

WHEREAS, Debtor has delivered to Secured Party funds sufficient to pay all of the principal of and accrued (to the date of prepayment) but unpaid interest on the Note; and

WHEREAS, contemporaneously herewith or as soon as practical hereafter, Secured Party has or will return the Note to Debtor marked "Cancelled"; and

WHEREAS, all of the obligations of Debtor under the Security Agreement and the Assignments and ETC under the Guaranty have been satisfied in full.

NOW, THEREFORE, in consideration of the mutual premises and agreements of the parties, it is agreed that

the Security Agreement, the Guaranty and all Assignments of Lease and all other agreements executed by and between the parties hereto pursuant to the Loan Agreement are hereby terminated and shall be of no further force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in their respective names by their respective officers as of the date first above written.

EVANS RAILCAR LEASING COMPANY

By: William M. Seyton
Vice President

EVANS TRANSPORTATION COMPANY

By: William M. Seyton
Vice President

U.S. BANCORP

By: J. Bouthillier
Asst. Vice President

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Janette Benedetto, a Notary Public in and
for the County and State aforesaid, do hereby certify that
William B. Peyton the (Vice) President of EVANS
RAILCAR LEASING COMPANY, an Illinois corporation, who is
personally known to me to be the same person whose name is
subscribed to the foregoing instrument as such officer of
said corporation, appeared before me in person and acknowl-
edged that he signed and delivered the said instrument as
his own free and voluntary act and as the free and voluntary
act of said corporation for the uses and purposes therein
set forth.

Given under my hand and notarial seal this 18th day
of Nov, 1984.

Janette C. Benedetto
Notary Public

My Commission Expires:

My Commission Expires July 25, 1987

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Janette Benedetto, a Notary Public in and
for the County and State aforesaid, do hereby certify that
William B. Hyton and _____,
respectively, the (Vice) President of EVANS TRANSPORTATION
COMPANY, an Illinois corporation, who is personally known to
me to be the same person whose name is subscribed to the
foregoing instrument as such officer of said corporation,
appeared before me in person and acknowledged that he signed
and delivered the said instrument as his own free and volun-
tary act and as the free and voluntary act of said corpora-
tion for the uses and purposes therein set forth.

Given under my hand and notarial seal this 28th day
of Nov., 1984.

Janette C. Benedetto
Notary Public

My Commission Expires:

My Commission Expires July 25, 1987

State of Oregon)
)
County of Multnomah)

I, Sharon Warner, a Notary Public in and
for the County and State aforesaid, do hereby certify that Jann Bouthillier,
Assistant Vice President of U. S. Bancorp ("Bank"), a national banking
association, personally known to me to be the same person whose name is
subscribed to the foregoing instrument as such Assistant Vice President
appeared before me in person and acknowledged that she signed and delivered
the said instrument as her own free and voluntary act, and as the free
and voluntary act of said Bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 6th day of
November, 1984.

Sharon Warner
Notary Public

My commission expires:

3-13-87